Long Island City, NY

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

GLOBAL CONTACT SERVICES, INC.
Employer

and Case 29-RC-134071

LOCAL 621, UNITED CONSTRUCTION
TRADES & INDUSTRIAL EMPLOYEES
Petitioner

and

TRANSPORT WORKERS UNION,
LOCAL 100, AFL-CIO
Intervenor

and

LOCAL 332, UNITED WORKERS OF AMERICA
Intervenor

DECISION AND ORDER

The National Labor Relations Board, by a three-member panel, has considered an objection to an election held September 10-13, 2014, and the Regional Director's report recommending disposition of it. The election was conducted pursuant to a Stipulated Election Agreement. The tally of ballots shows 331 votes for Intervenor Transport Workers Union, Local 100, AFL-CIO, 19 votes for the Petitioner, 8 votes for Intervenor Local 332, United Workers of America, and 91 votes against representation, with 1 void ballot and no challenged ballots.

The Board has reviewed the record in light of the exception and briefs and has adopted the Regional Director's findings and recommendations.[1]

[1] The Regional Director recommended overruling all of the Employer's objections, with the exception of Objections 1(a) and 1(b), which he found warranted a hearing. He also found that evidence proffered by the Employer to show that Local 621 offered to pay an employee money as an inducement to vote for Local 621 and to persuade other employees to vote for Local 621 did not relate to misconduct that was specifically alleged in the Employer's timely filed objections and the Employer failed to show that it was newly discovered or previously unavailable. Accordingly, the Regional Director "reject[ed] this 'piecemeal' submission of evidence regarding objectionable conduct after the Board's deadline for filing objections." The Employer filed an exception limited to the Regional Director's conclusion with respect to the "piecemeal" evidence, arguing that the proffered evidence was related to Objection 2(a), as well as to catch-all language in the objections, and warrants a hearing or setting aside the election. We agree with the Regional Director's rejection of the "piecemeal" evidence for the reasons set forth in his report. The Employer did not file an objection specifically alleging that Local 621 offered to pay cash to an employee in exchange for his support, and we find, contrary to our colleague, that this conduct is not encompassed within the timely filed objections concerning Local 621. While our colleague concludes that the reference in Objection 2(a) to the provision of "substantial benefits including food and clothing, such as t-shirts" encompasses payments allegedly made to buy votes, we do not agree, in the context of this case, that Objection 2(a) should be read so broadly. In this regard, we note that Objections 1(a) and (b), which allege vote buying by Local 100, show that the Employer was well aware of how to specifically allege the conduct at issue. With respect to Local 100, the Employer specifically and separately alleged both the buying of votes (Objections 1(a) and 1(b)) and the provision of "substantial benefits including food and clothing, such as t-shirts" (Objection 1(n)). With respect to Local 621, however, the Employer alleged only the provision of "substantial benefits including food and clothing, such as t-shirts" (Objection 2(a)) and failed to allege an objection similar to Objections 1(a) and 1(b) referencing the buying of votes. The fact that the Employer included separate allegations with respect to Local 100 persuades us that the Employer did not believe that vote buying was encompassed within its objection to Local 621's conduct alleging solely the provision of "substantial benefits." In light of our finding that the proffered evidence is not related to timely filed objections, and in the absence of exceptions with respect to the other objections, we adopt the Regional Director's recommendation to overrule Objections 1(c) through 1(o), 2(a), 2(b), and 3.

Member Miscimarra would reverse the Regional Director's rejection of evidence proffered to support the allegation that Local 621 offered to pay money as an inducement to secure votes for Local 621. In its timely filed Objection 2(a), the Employer alleged that Local 621 "engaged in conduct that destroyed the laboratory conditions necessary for a free and fair election by, but not limited to . . . providing employees with *substantial benefits* including food and clothing, such as t-shirts . . ." (emphasis added). In Member Miscimarra's view, the objection's reference to "substantial benefits" fairly describes payments that were allegedly provided to buy votes, even though the illustrative examples do not specifically reference cash payments. Member Miscimarra also believes the Board should avoid an unduly restrictive reading of timely relevant objections when the alleged objectionable conduct, if proven, would directly impugn the integrity of the election, given the Act's focus on majority support and the Board's responsibility to assure employees the "fullest freedom" in their exercise of protected rights in Board-conducted elections (Sec. 9(b)). Therefore, Member Miscimarra would reverse

ORDER

IT IS ORDERED that Objections 1(c) through 1(o), 2(a), 2(b), and 3 be overruled.

Dated, Washington, D.C., February 23, 2015.

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Kent Y. Hirozawa, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

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the Regional Director as to this issue and remand the case to the Region for the purpose of conducting a hearing on Objection 2(a).

The Regional Director directed a hearing on the Employer's Objections 1(a) and 1(b), and the hearing on those objections was held on November 4, 2014. Subsequently, on December 9, the hearing officer issued a Report recommending that those objections be overruled. Those objections remain pending and are not addressed by this Order.